



# REQUEST FOR PROPOSAL

## Services

**R22- 053 NS**

Date issued: May 27, 2022

**CREATIVE MARKETING**

**THE CITY OF COLORADO SPRINGS**



**COLORADO SPRINGS  
AIRPORT**

**The City of Colorado Springs requests time proposals, as detailed in this Request for Proposal (RFP), for Creative Marketing. The City reserves the right to award to multiple firms in multiple disciplines.**

**This Proposal is posted to Rocky Mountain E- Purchasing (BidNetDirect.com)**

**Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website**

Estimated Magnitude: \$40,000.00 – \$60,000.00 annually

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## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). All addenda or amendments shall be issued through the Rocky Mountain E-Purchasing System and may not be available through any other source.

### 1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	May 27, 2022
Cut Off Date for Questions	June 16, 2022 10:00 am M.S.T.

Questions about the RFP must be emailed in writing and directed to [Nicole.Spindler@coloradosprings.gov](mailto:Nicole.Spindler@coloradosprings.gov). A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.

**The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.**

Proposal Due Date	June 28, 2022 3:00 M.S.T.
Interviews (if applicable)	mid July 2022
Award of Contract	July/August 2022

### 1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically online at Rocky Mountain E-Purchasing System ([www.bidnetdirect.com](http://www.bidnetdirect.com)). Please review the submission requirements *well in advance* of submission date and time; and allow for sufficient time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their proposal documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for [www.bidnetdirect.com](http://www.bidnetdirect.com) can be reached 1-800-835-4603.

\*\*\*\*\***NO LATE OFFERS WILL BE ACCEPTED**\*\*\*\*\*

### 1.3 NUMBER OF COPIES

Offerors shall submit **one (1) electronic copy of their proposal**. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

### 1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term "Offeror" means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to R22-053 NS Creative Marketing Services for the Colorado Springs Airport

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

### 1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract(s) awarded as a result of this solicitation.

## **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

## **1.7 AMENDMENTS**

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

## **1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

**1.9 ACCEPTANCE**

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

**1.10 PROPOSAL PREPARATION COST**

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror’s sole expense and is the Offeror’s total and sole responsibility.

**1.11 AWARD**

The City of Colorado Springs intends to make award(s) using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City’s estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

**1.12 PERFORMANCE PERIOD**

The performance period any contract awarded as a result of this RFP is anticipated to be as follows.

Base Year:	contract execution – July 31, 2023
Option Year 1:	August 1, 2023 – July 31, 2024
Option Year 2:	August 1, 2024 – July 31, 2025
Option Year 3:	August 1, 2025 – July 31, 2026
Option Year 4:	August 1, 2026 – July 31, 2027

**1.13 DEBRIEFING**

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

#### **1.14 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other Offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other Offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

#### **1.15 OFFEROR'S QUALIFICATIONS**

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

#### **1.16 NON-COLORADO ENTITIES**

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the a certified copy of the designation of place of

business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

#### **1.17 PROCUREMENT RULES AND REGULATIONS**

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website [www.coloradosprings.gov](http://www.coloradosprings.gov). The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

#### **1.18 FAIR TREATMENT OF OFFERORS**

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

#### **1.19 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) Sections I-IV of this Solicitation
- (b) Statement of Work
- (c) Other Appendices, Schedules, Exhibits, or Attachments

#### **1.20 RESERVED**

#### **1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

## **1.22 COMBINATION OR CONDITIONAL PROPOSALS**

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

## **1.23 ANTI-COLLUSION AFFIDAVIT**

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

## SECTION II – PROPOSAL CONTENT

### 2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

### 2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule, if included. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal are

- Exhibit 1 Proposal Certification
- Exhibit 3 Exceptions
- Exhibit 4 Minimum Insurance Requirements
- Acknowledged Addenda, if issued
- Price Sheet
- Portfolio of work

### 2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

### 2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

## **2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW**

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, and size of firm

## **2.5 PROPOSAL NARRATIVE/TECHNICAL AREA**

The Offeror must explain its overall solution, considering the scope of services provided below fully describing in detail recommended creative, captivating, and innovative strategy or strategies.

Potential services include:

1. Graphic design: Develop graphic elements to enhance the established brand and services of the airport on an as-needed basis for print and web materials. Graphic elements include but are not limited to infographics, advertisements, iconography, marketing materials, templates, annual report etc.
  - a. Online advertising services – Develop aesthetically pleasing and engaging online advertisements and strategies to connect with a diverse audience. Channels to include but not limited to social media, retargeting and banner ads, website, motion graphics, etc.
  - b. Print advertising services – Develop engaging and eye-catching print advertisements to be used in various publications including but not limited to magazines, newspapers, OOH, etc.
  - c. Marketing collateral design and development - Develop simplified, aesthetically pleasing marketing materials for diverse set of audiences. These materials may include but are not limited to brochures, posters, media kits, maps, etc.
2. Videography: Develop innovative videos that highlight the benefits of the Airport. Videos to be used for channels including but not limited to social media, online advertising, television, etc.
3. Radio: Create concept, write script and produce radio spots to vary in length (including but not limited to :30 and :60).
4. Photography: Organize photo shoots on an as-needed basis. To include scheduling a photography, recruiting talent, and producing the materials.
5. Copywriting: Provide copywriting services for any offline or online advertising or marketing materials, in addition but not limited to advertorials, award submissions, etc.
6. Marketing strategies: Develop strategic plans that can be integrated into the media mix to increase awareness for the airport.

All services must demonstrate the following:

1. Manage allotted budgets and communicate expenditures to all parties involved to make certain the Airport remains within its overall marketing budget
2. Ensure proper invoicing and manage/correct any billing discrepancies

3. Colorado Springs Airport will receive from and have sole ownership and usage of all native files and creative assets to use at their own discretion.
4. Collaboration: Collaborate with Airport and the Airport's media buyer(s) to ensure the correct specifications for the media placement are met.
  - a. Manage timelines by communicating deadlines among any and all parties involved to ensure creative is delivered in a timely manner.

The content must include, but not necessarily be limited to, the following information. The Offeror may bid on one or more of the following. For each task bid, please provide the following.

A. Understanding of and Compliance with Technical Requirements

The Offeror should prove the agency's capabilities; describing strategies to be used and quality controls that makes it particularly well suited for this engagement.

The scope of services should demonstrate knowledge and understanding of the Colorado Springs Airport (COS) branding and the diverse services offered.

The proposal should not merely parrot the requirements of the RFP. Instead, it is highly recommended that the Offeror provide sufficient content and detail to completely address the following areas:

1. Strategic planning: Provide an inside look at how the scope of services will be coordinated, managed and executed in coordination with COS, media buyers, and/or any other agents or representatives of COS;
2. Campaign development: Describe in detail, discuss how the Offeror's agency will develop a holistic approach to COS's overall marketing strategy.
  - Provide how Offeror's agency will increase the awareness of the commercial air service provided at COS to all of the southern Colorado and Southern Denver regions.
  - Provide how Offeror's agency will promote business, leisure, and family travel through the COS, highlighting both nonstop and connecting air service components.
  - Provide specific detail about how Offeror's agency will encourage travelers to fly into COS from other cities with nonstop and connecting service to Colorado Springs.

- Provide how Offeror's agency will highlight the benefits of using COS, including, without limitation, factors such as (i) using COS supports the local economy, (ii) commercial airlines serving Colorado Springs offer low cost and competitive airfares; (iii) COS offers low cost and competitive parking options; (iv) COS offers general & corporate aviation services; (v) COS has high-level customer service and amenities; (vi) COS offers convenience and ease of travel; and (vii) COS has many business development opportunities through its general aviation, concessions, and business park.

## **2.6 FIRM CAPABILITIES/PROJECT APPROACH/SAMPLE WORK PRODUCT**

The Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as defined in the Statement of Work. Innovations, unique creativity, efficiencies, and detailed specifics are all required.

The Offeror must provide the following areas:

1. Sample Work Product - Provide sample work product and sample itemized budget for all areas identified in the scope of services Offeror is bidding on; demonstrate Offeror's ability to collaborate and adapt materials to the needs of COS.
2. Schedule Management - Discuss Offeror's approach to managing the tasks identified in the scope of services and include Offeror's approach to updating and reporting the work progress to COS, editing process and client input.
3. Safety - Discuss Offeror's approach and commitment to safety for its workers, the public, and City employees, if services are accomplished on a City site.
4. Potential issues – Describe and discuss potential issues that Offeror foresees with the scope of services or projects and how Offeror would make adjustments if encountered.
5. Maximizing Value – Describe how Offeror intends to maximize its value for COS and include strategies and promotional partnerships that provide the highest likelihood of extending COS' budget and exposure.

It is highly recommended that the Offeror provide sufficient content and detail to completely answer the following questions.

1. Does Offeror's proposal include a complete plan to accomplish each requirement identified in the scope of services the Offeror is bidding on and applicable sections of this request for proposal, including subcontracting (if applicable)?

2. Does Offeror's proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirements identified in the scope of services that Offeror is bidding on and applicable sections of this request for proposal?

## **2.7 MANAGEMENT AREA**

The Proposal shall briefly outline Offeror's firm or team project management processes and procedures. Include methods of quality assurance, task review/approval and ensuring timely delivery on work orders.

The Offeror must explain its method of managing the work to be performed. The content must include, but not necessarily be limited to, the following information.

Program Management Controls in the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget.
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, personnel change, organizational changes, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed schedule for the project showing the key activities and how they will meet or improve the City's timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume contract commencement in 2022.

It is highly recommended that the Offeror provide sufficient content and detail to completely answer the following:

1. Explain how Offeror's proposal addresses the issues provided in this Section 2.7 demonstrate a sophisticated and mature management control system.
2. Explain how Offeror's program management controls are consistent with the technical portion of the proposal described in Sections 2.5 and 2.6, with an emphasis on compliance with scheduling and level of effort?

3. Explain how Offeror will acquire, retain, and efficiently utilize high-quality creative personnel?
4. Explain how Offeror addresses delays with an emphasis on actions taken to expedite tasks and/or materials, acquire additional resources, and re-determining efficiencies.
5. Explain how Offeror will remain within schedule and budget.

## **2.8 PAST PERFORMANCE/RELEVANT EXPERIENCE**

The Offeror describe three recent and relevant projects in detail that Offeror is/was engaged in and specify the Offeror's role. Identify those individuals on the account team who will manage the work. Identify specific individuals who will be conducting the day-to-day activities by position title, including a description of the duties of each position title. Identify who will be the contract manager and primary contact. For all individuals, please document overall experience and all relevant experience. Provide experience and expertise with pertinent information demonstrating qualifications for this RFP. Include length of time with agency and length of time in any previous related positions.

1. Include at least three references or past performance citations that are relevant to the requirements of the Statement of Work of the RFP
2. Explain how Offeror was successful on prior projects provided as past performance.
3. Demonstrate how Offeror will apply its past performance to COS' requirements in such a way as to demonstrate added value due to experience?

### **Key Personnel**

Resumes must be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Offeror must provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information for all key personnel and others working on COS projects?
2. Resumes must demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently.

## **2.9 PRICE AREA**

In the Price Area, the Offeror should provide hourly rates per job function/position and unit hours per project. The cost proposal for all deliverables and services must be all-inclusive and include all unit costs for material, labor, other direct

costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee.

In addition, although price may not be the most important factor, it is still very important to COS. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. If applicable, address whether the vendor's ability to use City personnel for any portion of the project may result in cost savings.

## **2.10 PROPOSAL PRESENTATION**

Presentation is an important factor. Offeror should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented

## **2.11 EXCEPTIONS**

Offeror must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

## **2.12 INSURANCE REQUIREMENTS**

Offeror must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

## **SECTION III – EVALUATION FACTORS**

### **3.0 EVALUATION AND AWARD**

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

### **3.1 EVALUATION CRITERIA**

#### **3.1.1 PROPOSAL NARRATIVE/TECHNICAL AREA**

See Section II - Item 2.5

#### **3.1.2 FIRM CAPABILITIES/PROJECT APPROACH/SAMPLE WORK PRODUCT**

See Section II - Item 2.6

#### **3.1.3 PROJECT MANAGEMENT**

See Section II - Item 2.7

#### **3.1.4 PRICE/COST AREA**

See Section II – Item 2.8

#### **3.1.5 PAST PERFORMANCE/RELEVANT EXPERIENCE AND KEY PERSONNEL**

See Section II – Item 2.9

#### **3.1.6 PROPOSAL PRESENTATION AREA**

See Section II – Item 2.10

#### **3.1.7 EXCEPTIONS AND INSURANCE**

See Section II – Items 2.11 and 2.12

### **3.2 RANKING**

A. The order of ranking or importance in the evaluation shall be as follows:

- First: Proposal Narrative/Technical Area
- Second: Firm Capabilities/Project Approach/Sample Work Produce
- Third: Project Management
- Fourth: Price/Cost Area
- Fifth: Past Performance/Relevant Experience
- Sixth: Proposal Presentation
- Seventh: Exceptions and Insurance

B. Possible scores for each criterion shall be as follows:

Proposal Narrative/Technical Area – 50  
Firm Capabilities/Project Approach/Sample Work Product – 40  
Project Management/Responsiveness- 35  
Past Performance/Relevant Experience-20  
Price/Cost Area-25  
Proposal Presentation-5  
Exceptions and Insurance- Pass/Fail

### **3.3 SELECTION COMMITTEE**

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable. The City will notify, in writing, the Offerors whose proposals are deemed unacceptable. Those proposals deemed to acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

### **3.4 AWARD OF CONTRACT**

The City will prepare the contract for execution with the selected Offeror. The City may negotiate the contract, but reserves the right to issue the contract without negotiating its terms. The City, based upon its needs and the particular experience and/or other criteria provided herein of each responsive Offeror, may choose to issue multiple contracts for the same or different work identified within the scope of work. The City reserves the right to award a contract for based on factor other than the lowest price. The City intends to award to the contract to the Offeror(s) (i) demonstrating best and most complete fulfillment with all the Evaluation Criteria; (ii) providing the best value to the City; and (iii) demonstrating the most substantiated ability to fulfill the requirements of this RFP. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror or the City may decide

to call for new proposals. Immediately after the notice of award, the successful Offeror(s) will begin planning in conjunction with the City staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

## **SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS**

### **4.0 FAA REQUIRED CONTRACT PROVISIONS**

1. Civil Rights – General
  - a. Civil Rights – Title VI Assurance
2. Clean Air & Water Pollution Control
3. Contract Work Hours & Safety Standards Act
4. Disadvantaged Business Enterprise
5. Equal Employment Opportunity
6. Federal Fair Labor Standards Act
7. Lobbying & Influencing Employees
8. Prohibition of Segregated Facilities
9. OSHA
10. Procurement and Recovered Materials

**SPONSOR CONTRACTS GENERAL CIVIL RIGHTS PROVISIONS**  
**(Reference: 49 USC § 47123, FAA Order 1400.11)**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**TITLE VI SOLICITATION NOTICE**

**Title VI Solicitation Notice:**

The City , in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor

or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **Clean air and water pollution control**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

### **Contract workhours and safety standards act requirements**

#### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

#### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

#### 4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

### **Solicitation Language (Solicitations That Include A Project Goal)**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 7 days after bid opening or "with the proposal documents as a condition of bid responsiveness"]

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 5 days after bid opening or "with the proposal documents as a condition of bid responsiveness"]

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these

requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

### **Equal opportunity clause**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts

by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Standard federal equal employment opportunity construction contract specifications**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved

by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these

employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**  
**(Reference: 29 USC § 201, et seq.)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **Certification regarding lobbying**

The bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Prohibition of Segregated Facilities**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities

provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

### **Occupational Safety and Health Act of 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **Procurement of Recovered Materials**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/consERVE/tools/cpg/products/](http://www.epa.gov/epawaste/consERVE/tools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## SECTION V – EXHIBITS

### 5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Agreement
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work

**EXHIBIT 1 PROPOSAL CERTIFICATION**

Check or Mark the space after each number to indicate compliance.

1. \_\_\_\_\_ Address of Offeror's Principal Place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does Offeror have an established office or facility in Colorado Springs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established \_\_\_\_\_

Address of Colorado Springs Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Percent of Work to be Performed from Principal Place of Business? \_\_\_\_\_

Percent of Work to be Performed from Colorado Springs Facility? \_\_\_\_\_

2. \_\_\_\_\_ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes \_\_\_\_\_ No \_\_\_\_\_

Your property and liability insurance company is licensed to do business in Colorado:

Yes \_\_\_\_\_ No \_\_\_\_\_

Provide the name of your property and liability insurance company here:

Name: \_\_\_\_\_

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes \_\_\_\_\_ No \_\_\_\_\_

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes \_\_\_\_\_ No \_\_\_\_\_

3.   N/A   Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly. Audited financial statements may be requested of shortlisted firms.

4. \_\_\_\_\_ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed \_\_\_\_\_ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(Telephone Number)



## REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

### 1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

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Initials for 1

### 2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- d) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- g) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

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Initials for 2

### **3. ILLEGAL ALIENS**

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:
  - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
  - a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
    - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
    - ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

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Initials for 3

### **4. COOPERATION WITH OTHER CONTRACTORS**

Other City activities/contracts may be in progress or start during the performance of this

contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

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Initials for 4

## **5. INTERNET USE**

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

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Initials for 5

## **6. LITIGATION**

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

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Initials for 6

## **7. CONTRACTOR'S REGISTRATION INFORMATION**

Offeror's firm verifies and states that they are (check all that apply):

- Large Business (i.e. do not qualify as a small business or non-profit)
- Nonprofit
- Small Business
- Minority Owned Business/Small Disadvantaged Business
- Woman Owned Business

\_\_\_\_\_ Veteran Owned Business

\_\_\_\_\_ Service-Disabled Veteran Owned Business

\_\_\_\_\_ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

\_\_\_\_\_  
Initials for 7

### **8. CONTRACTOR PERSONNEL**

- a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, \_\_\_\_\_ (Name)  
with position, \_\_\_\_\_ (Title)  
Can be reached at \_\_\_\_\_  
Work telephone number: \_\_\_\_\_  
Home telephone number: \_\_\_\_\_  
Cellular telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Initials for 8

### **9. OFFEROR’S CERTIFICATION**

The undersigned hereby affirms that:

- a) He/She/They is a duly authorized agent of the Offeror;  
b) He/She/They has read and agrees to the City’s standard terms and conditions attached.

c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other Offeror or City employee and has not colluded with any other Offeror or City employee.

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.

e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

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Initials for 9

#### **10. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
  - a. Are ( ), Are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - b. Have ( ), Have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
  - c. Are ( ), Are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may

result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

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Initials for 10

**11. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES**

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

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Initials for 11

**12. CITY CONTRACTOR SAFETY PROGRAM**

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

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Initials for 12

**13. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY**

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

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Initials for 13

**14. FRAUD, WASTE, AND ABUSE**

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor  
P.O. Box 2241  
Colorado Springs CO 80901

Or via email [CityAuditManagement@springsgov.com](mailto:CityAuditManagement@springsgov.com). Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

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Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

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Signature of Authorized Representative

Printed Name:

Title:

Date:

## EXHIBIT 2 SAMPLE AGREEMENT

### NON-EXCLUSIVE TASK-ORDERED BASED MASTER CREATIVE SERVICES CONTRACT

This Non-exclusive Master Creative Services Contract (“Contract”) is dated [ enter date], 2022 (“Effective Date”), and is between the City of Colorado Springs, a home rule city and Colorado Municipal Corporation (“CITY”), by and through its enterprise, the Colorado Springs Municipal Airport (“Airport”) (collectively the “City”) and [enter second party’s name] (“Contractor”).

#### Recitals

A. In an effort to (i) persuade the public to use the Airport; (ii) promote awareness of the various service and business opportunities at the Airport; and (ii) ensure the Airport is as self-sustainable as possible, the City requires skilled and innovative marketing.

B. Contractor is a [identify type of entity (LLC, P.C., Partnership, etc.)] in good standing with and authorized to do business in the State of Colorado.

C. On [date], in response to a Request for Proposal, number 19-010 IP, issued by the City, Contractor submitted an offer for creative marketing services (“Offer”).

D. Based on the information Contractor submitted in its Offer, the City awarded this Contract for the purpose providing unique, cost-efficient creative marketing for various Airport advertising campaigns and projects.

The parties therefore agree, as follows:

#### 1.0 Scope.

The services provided by Contractor include the services (“Project Services”) set forth in **Exhibit A**, “Project Services” as authorized by the Airport.

#### 2.0 Initial Term and Option Terms.

2.1 Term and Option Terms. The term of this Contract begins [ENTER DATE], and expires one year thereafter on [Date]. Upon mutual written agreement of the parties, the City may authorize up to four additional, one (1) year terms (Singularly “Option Term” and collectively “Option Terms”). The first Option Term will begin [Date] and expire one year thereafter on [Date]. The second Option Term will begin [Date] and expire one year thereafter on [Date]. The third Option Term will begin [Date] and expire one year thereafter on [Date]. The fourth Option Term will begin [Date] and expire one year thereafter on [Date].

2.2 Exercise of Option Term. Option Terms may be exercised by City providing the Contractor a written request for the Option Term no later than 30 days before the

current initial term or Option Term, as the case may be, expires. An Option Term will not be granted if (i) at the time the written request is made by the City, Contractor is in default of any contractual obligation; (ii) Contractor defaults after issuing its written request to exercise an Option Term; or (iii) the City, in its sole discretion, determines that there is no longer a need for the services.

### **3.0 Task Order Based Contract.**

3.1 Non-Exclusive Contract. This is a non-exclusive, task order based contract. There is no guarantee that Project Services will be granted to Contractor and this Contract is not a commitment by the City to issue any Project Services or task order to Contractor.

3.2 Task Order Form. Project Services granted by City to Contractor will be detailed in a task order agreed to by each party as evidenced by each party's signature. Each task order will provide the specific tasks, functions, and deliverables to be provided by Contractor. The task order will provide the scope of performance, time of performance, and set forth the basis for compensation. The general format of a task order is attached as **Exhibit B**.

#### 3.3 Commencement of Performance.

(a) Once the parties agree to the terms of a particular task order, Contractor shall promptly begin performance after the City signs the task order and provides Contractor with the fully executed document by email, U.S. Mail, hand delivery, or any other method as agreed by the parties.

(b) Contractor shall conduct all work and services within industry standards. Contractor acknowledges that Contractor is responsible for the quality, accuracy, and coordination of all work and services, including the work and services of Contractor's subcontractor(s), provided pursuant to a particular task order under this Contract. Contractor shall correct or cause to be corrected all errors and/or deficiencies with the work or services provided under this Contract and particular task order issued under this Contract.

(c) The parties intend that the City's approval, acceptance of, or payment for any obligation required under this Contract or a particular task order (i) will not operate as a waiver of any rights under this Contract or of any cause of action arising from Contractor's failure to perform any obligation of this Contract and/or a particular task order; and (ii) Contractor will remain liable to the City for all damages to the City caused by Contractor's negligence or failure to perform any required work or services.

3.4 Provisions of Goods and Services. Unless otherwise provided, the City is not required to provide or supply any goods or services under this Contract.

#### **4.0 Payment to Contractor.**

4.1 Method of Computation. For each task order issued by the City, the Contractor shall provide the City with a guaranteed maximum price, inclusive of an itemized list of all services, goods, materials, travel expenses, and other agreed-to costs.

4.2 Payment of the Guaranteed Maximum Price ("GMP"). Unless the parties agree to the contrary in the task order, payment of the GMP will be issued after Contractor (i) completes all Project Services as specified in the task order and (ii) provides the City with all deliverables required by the task order.

#### 4.3 Change Orders.

(a) The parties acknowledge that any change in the details of a task order or the assumptions upon which the task order is based may require changes in the budget, payment schedule, or schedule. Any change to a task order will require a written amendment to the task order (Change Order). Each Change Order will (i) state, in detail, the basis for the change; (ii) state, in detail, the change(s) to the scope of work and/or other change(s) to the task order; (iii) provide a detailed new GMP associated with the changes, including a detailed accounting of all expenses and credits, if any; (iv) if necessary, provide a schedule for completing the changes and/or a revised schedule to complete all required service set forth in the task order; and (v) provide any other matter directed by the City or agreed to by the parties.

(b) Contractor hereby releases and fully discharges the City from any claim, damage, or request for equitable adjustment arising from the matters described in or related to the Change Order. Contractor acknowledges that any issue (1) not provided for, in detail, in the Change Order or (2) not submitted for dispute resolution, within ten days of signing a Change Order, in accordance with Section 5, will be waived and the City shall be forever released and discharged from any associated claim, damage, or request for equitable adjustment.

#### **5.0 Dispute Resolution.**

5.1 Procedures. If any dispute arises between the parties relating to this Contract or any invoice, the following procedure shall be followed:

- (i) The parties shall hold a meeting within thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, and attempt in good faith to negotiate a resolution of the dispute.
- (ii) If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.

(iii) The parties shall participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the parties are not successful in resolving the dispute through mediation, then the parties shall be free to litigate the matter.

## **6.0 Ownership of Work Product.**

6.1 Work for Hire. Contractor acknowledges that (i) all media, materials, reports, drawings, studies, information, specifications, maps, drafts, computations, and other data of any kind created in connection with this Contract or any task order issued pursuant to this Contract ("Work Products") are works for hire; (ii) the City owns and possesses all rights and interests to any Work Products of the Contractor made under this Contract, including all copyrights, trademark, or patent rights, and that compensation to the Contractor for agreement and (iii) acknowledgement of this Section is included in any compensation or price paid to the Contractor under this Contract. The parties hereby intend that the City will have full ownership and control of Contractor's Work Products produced pursuant to this Contract and Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any Work Product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, the provisions of Section shall act as an irrevocable assignment to the City by Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other Work Product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other Work Product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other Work Product in any and all countries. It is Contractor's intent to assign all right, title, and interest in all copyright rights in the Contractor's products, items writings, designs, models, examples, or other Work Product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor shall execute and deliver all documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by Contractor. The further acknowledge that the provisions of this Section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns. These obligations to assist, execute, disclose, and keep confidential provided in this Section survive the expiration or termination of this Contract.

6.2 City's Right to Change Work Product. It is the intent of the parties that the City has full control over the Work Product and may change, distort, modify, or create derivative media products ("Change") from all Work Product created by Contractor under this Contract. Any Change to Work Product may be performed internally by the City or the Work Product may be produced to and Changed by outside consultants and contractors. Contractor will not have any right to approve, inspect, or direct any Change to Work Products.

6.3 Return of Work Product. Upon expiration, early termination, or as provided in a task order Contractor shall immediately return to the City all complete and incomplete Work Product in its possession, including, without limitation, all forms of media, written materials, depictions, renditions, reports, drawings, studies, information, specifications, maps, drafts, computations, and other data of any kind. Contractor shall not destroy any of the forgoing or purge any City-related files without first receiving the City's written authorization.

6.4 Transfer of Licenses, Rights. In the event Contractor purchases or otherwise obtains third party media for use in connection with this Contract, Contractor shall: (i) obtain a written license to use the media from the owner; and (ii) include in the license a clause that transfers all of the same rights and benefits of use to the City.

## **7.0 Indemnification.**

7.1 Contractor hereby releases, discharges, and holds harmless the City, its Council members, officers, employees, licensees, successors, legal representatives, and assigns from any and all claims, copyright infringement claims, demands, damages, costs, liabilities, expenses, compensation, reimbursement, attorney's fees, rights and causes of action, resulting from Contractor's actions, negligence, or omissions in connection with this Contract. These obligations to assist, execute, disclose, and keep confidential provided in this Section survive the expiration or termination of this Contract. Contractor acknowledges that acceptance of Work Products by the City does not relieve Contractor of its liability for design deficiencies, errors, or omissions.

## **8.0 Ownership of Pre-existing Intellectual Property Rights.**

8.1 Neither Party will acquire any ownership interest in the other's intellectual property. The City hereby grants Contractor the limited authority to use and place the Airport's logo, name, trade name, and/or trademark in and on any and all Work Product in connection with this Contract.

## **9.0 Advertising Content Approval.**

9.1 City Shall Approve Work Product. The Director of Aviation or designee shall approve all Work Product content intended to be published for marketing or other promotional purposes ("Advertising"). The Director or designee may reject or prohibit the publication of any advertising material, display, or message, which the Director or

designee determines to be a (i) violation of law, policy, standard, rule, or regulation; or (ii) which the Director or designee reasonably determines may interfere with the purpose of the Airport, cause any disruption of Airport operations; or which the Director or designee otherwise reasonably determines to be inappropriate.

9.1.1 Advertising Subject Matter. The subject matter and speech in the Advertising shall be created in consultation and cooperation with the Airport's Marketing Division.

## 10.0 **Subcontractors.**

10.1 Upon consent and a demonstrated need shown, Contractor may retain subcontractors to assist with project services. The cost(s), scope of work, and terms and condition for retaining subcontractors will be set forth in the particular task order requiring such subcontracted project services. The City retains the right to require Contractor to engage subcontractors reasonably acceptable to the City. Contractor in its subcontract shall (i) cause the subcontract to carry insurance acceptable to the city and include the City as an additional insured on all required policy(ies); and (ii) include an indemnification clause in the subcontract agreement in favor of the City requiring the subcontractor to indemnify, defend, and hold the City harmless from and against all claims, causes of action, demands, and damages resulting from the subcontractor's actions, negligence, acts, or omissions, in connection with the subcontractor's work.

10.2 Contractor acknowledges that subcontractors are a billable expense and therefore Contractor shall not include profits or other mark-ups in Contractor's invoice(s) or flat fix fee issued to the City.

## 11.0 **Early Termination.**

11.1 Definitions. "material" and "materially" refer to a level of significance that would have affected any decision of a reasonable person in that person's position regarding whether to enter into this Contract or would affect any decision of a reasonable person in that person's position regarding whether to consummate the transaction contemplated by this Contract.

11.2 Termination for Convenience. Upon written notice to Contractor, the City may terminate this Contract for convenience at any time. Upon Contractor receiving the notice of termination, Contractor shall immediately stop work on all task orders. Within thirty (30) days of receiving notice from the City terminating Contractor for convenience, Contractor shall issue the City an invoice for each incomplete task order detailing the work, services and expenses incurred up to the date of termination. The City shall pay the invoice(s) in accordance with Section 4.0.

11.3 Termination for Cause: Either party may terminate this Contract, as follows: (i) if a party fails to perform any material obligation within fourteen (14) days after receipt of written notice specifying the alleged breach. The cure period may be extended for additional time as the non-breaching party reasonably determines is appropriate provided

that the breaching party is diligently pursuing a cure of the alleged breach; (ii) immediately upon written notice to a party who is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction; (iii) immediately upon written notice to a party who makes a general assignment for the benefit of creditors; (iv) immediately upon written notice to a party who has been dissolved, wound up, or liquidated; or (v) immediately upon written notice to a party who a receiver, trustee, or similar agent is appointed with respect to any substantial portion of the property or business of the party. The right to terminate for cause is in addition to and without prejudice to any other remedies available.

## 12.0 Insurance.

12.1 Required Insurance. CONTRACTOR shall procure and maintain the following insurance requirements:

- (i) Commercial General Liability Insurance in the minimum amount set forth of Exhibit 4, attached hereto and incorporated herein by this reference, Commercial General Liability Insurance, in the minimum amount set forth on Exhibit 4. The required insurance coverage shall include personal injury, blanket contractual coverage, copyright infringement coverage, products and completed operations coverage, independent contractor's coverage, and if applicable, use of unlicensed vehicles that in any way arise from the use of the Airport and operations or activities of Contractor at the Airport.
- (ii) Workers' Compensation and Employer's Liability Insurance in accordance with Colorado law. Workers' Compensation Insurance shall include occupational disease provisions in accordance with the provisions of the Workers' Compensation Act of Colorado. In addition, Contractor shall take out and maintain during the Term of this Contract, Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each accident for bodily injury by accident or disease.

12.2 Additional Insured. Contractor shall identify the City as an additional insured under the policies of insurance required by this Contract, with the exception of Workers' Compensation and Employer's Liability.

12.3 Production of Insurance Policies. Contractor shall provide to the City a copy of each insurance policy evidencing the insurance coverages required by this Section on or before the Effective Date. Contractor shall provide to the City, at least ten (10) business days before the expiration of Contractor's insurance policies, required by this Section, a certificate showing all insurance policies have been renewed or extended.

12.4 Material Breach or Insurance Requirements. Contractor's failure to maintain or provide the Airport with the insurance required under this Section shall constitute a material breach of this Contract, and in such event the City shall be entitled to exercise

any and all available rights and remedies.

12.5 Insurance is Primary. The insurance required to be carried by Contractor shall be primary, and any insurance held by the City is excess and non-contributory.

12.6 Duty to Increase Insurance Limits. Should the amount of insurance required herein become inadequate during the Term of this Contract as determined by the City, Contractor shall increase the amount of insurance to meet new minimum limits established by the City.

12.7 Notice of Claim. If any claim for damages is filed with Contractor, or if any lawsuit is instituted against Contractor, Contractor will give prompt notice to the City, in writing, provided that claims and lawsuits subject to a legal notice are only those that arise out of, or are in any way connected with Contractor's activities under this Contract or that, directly or indirectly affect or might reasonably affect the City. Notice will be deemed prompt if given within fifteen (15) days following the date of receipt of a claim or fifteen (15) days following the date of service of process of a lawsuit.

12.8 No Limitation of Indemnity Obligation. The insurance requirements described in this Section will not limit the indemnity obligations provided in Section 7.

### 13.0 Confidentiality.

13.1 Definitions. In connection with this Contract, each party ("Recipient") may receive Confidential Information of the other party ("Discloser") or third parties to whom Discloser has a duty of confidentiality. "Confidential Information" means non-public information in any form and regardless of the method of acquisition that the Discloser clearly designates as confidential to Recipient. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Contract); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

13.2 Restrictions on Use. Except as permitted by Subsection 12.3 (Exceptions), Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, "Representatives"), its Affiliates and their Representatives, subject to the other terms of this Contract, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this

Contract. Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information.

13.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (a) to the extent required by applicable law or regulation, including, without limitation, the Colorado Open Records Act, C.R.S. § 24-72-201 *et seq* ("CORA"); (b) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (c) in connection with any regulatory report, audit, or inquiry; or (d) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall give Discloser prompt written notice of such requirement or request prior to such disclosure and a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to making such disclosure.

13.4 Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (a) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (b) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Contract. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

13.5 Equitable Relief. Each party acknowledges that a breach of this Section 13 (Confidentiality) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party without the posting of a bond.

#### 14.0 **Notices.**

14.1 Whenever either party desires or is required to give notice to the other, such notice shall be in writing and served personally by hand delivery with a request for a written receipt of acknowledgment of delivery; sent by certified United States mail, postage prepaid, return receipt requested; sent by overnight courier with receipt acknowledgment addressed to the party for whom it is intended; or emailed to the party at the email address provided below. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. Notices served in this manner shall be considered sufficiently given or served for all purposes under this Contract at the time the notice is delivered. For the present, the parties designate the following:

For the City:

Marketing and Communications  
Colorado Springs Airport  
7770 Milton E. Proby Parkway, Suite 50  
Colorado Springs, Colorado 80916  
[aidan.ryan@coloradosprings.gov](mailto:aidan.ryan@coloradosprings.gov)  
[dana.schild@coloradosprings.gov](mailto:dana.schild@coloradosprings.gov)

For Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**15.0 Independent Contractor.**

15.1 In the performance of Contractor’s obligations under this Contract, Contractor is at all times acting and performing as an independent contractor and the City will neither have nor exercise any control or direction over the manner and means by which Contractor performs Contractor’s obligations. Contractor and Contractor’s employees, agents, servants, or other personnel are not City employees. Contractor will be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Contractor or any of Contractor’s employees, agents, servants or other personnel performing service under this Contract.

**16.0 No Third Party Beneficiaries.**

16.1 This Contract is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Contract to maintain a suit for personal injuries or damages pursuant to the terms, provisions, or conditions of this Contract.

**17.0 Waiver of Claims.**

17.1 Contractor hereby waives any claim against the City, its officers, directors, agents, employees, and Councilmembers for any consequential damages, including, without limitation, any loss of business or anticipated profits caused by (a) any default of the City hereunder, (b) any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, (c) any judgment or award in any suit or proceeding declaring this Contract any part thereof null, void or voidable, or delaying the same or any part thereof, from being carried out, or (d) any change in the operation or configuration of, or any change in procedures governing the use of the Airport.

**18.0 Non-Waiver of Rights.**

18.1 The failure of any party to seek redress for violation of or to insist upon the strict performance of any term, condition, or obligation of this Contract will not constitute or operate as a waiver with respect thereto or with respect to any subsequent act.

### **19.0 Force Majeure.**

19.1 If either party is rendered unable to perform any obligation under this Contract because of circumstances beyond that party's reasonable control, then the non-performing party ("Noticing Party") shall provide the other party prompt written notice with a detailed basis describing the cause and reason(s) for the Noticing Party's inability to perform the obligation(s). When the other party receives the Noticing Party's written notice, the Noticing Party's obligation(s), to the extent it is affected by the force majeure, will be suspended during the continuance of any inability, but for no longer period. If either party has with its employees what is commonly known as a labor dispute, each party does reserve unto itself the right to handle the dispute in its own fashion and as it will, in its uncontrolled discretion, deem best and without interference from the other party.

### **20.0 Assignment.**

20.1 Neither party may assign or transfer this Contract, in whole or in part, or any of such party's rights or obligations under this Contract, to any other person or entity without the prior written consent of the other party, such consent not to be unreasonably withheld or conditioned.

### **21.0 Binding Effect.**

21.1 This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

### **22.0 Severability.**

22.1 If any provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other provisions of this Contract.

### **23.0 Amendments.**

23.1 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a writing signed by both parties.

### **24.0 Governing Law and Venue.**

24.1 This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs. Court jurisdiction shall exclusively be in the District Court for El Paso County, Colorado and the United States District Court for the District of Colorado.

## **25.0 Fiscal Obligations of the City/Appropriation of Funds.**

25.1 This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colorado Constitution, or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-contract, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

## **26.0 Open Records.**

26.1 Contractor acknowledges that, upon execution, this Contract may be subject to disclosure to third parties, upon request, under the Colorado Open Records Act (CORA) pursuant to C.R.S. § 24-72-201 *et seq.*

## **27.0 Even Handed Construction.**

27.1 Preparation of the Contract has been a joint effort of the parties. The terms and conditions in this Agreement have been arrived at after mutual negotiation and the opportunity to consult with counsel, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is also the parties' intention that the terms and conditions not be construed against any party merely because it was prepared by one of the parties.

## **28.0 Authority to Execute.**

28.1 Each person whose signature appears on this Agreement represents and warrants that he/she is duly authorized and has full authority to execute this Agreement on behalf of the party he/she is signing.

## **29.0 Counterparts.**

29.1 This Agreement may be executed in counterparts, each of which is deemed an original, but which together will constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all of the parties named

below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by any party by facsimile or electronic mail is binding upon the other parties as an original. The parties agree that a photocopy of such facsimile or electronic copy may also be treated by the parties as a duplicate original.

### **30.0 Time Is Of The Essence.**

30.1 If the deliverables and Services are not delivered, performed, or completed by the designated time, as may be established in a task order, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Contract. The City also retains the right to retain substitute Services elsewhere and charge Contractor with any loss incurred.

### **31.0 Fair Labor Standards Act.**

31.1 This Agreement and all subcontracts associated with this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **32.0 OSHA Compliance.**

32.1 This Agreement and all subcontracts associated with this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **33.0 Illegal Aliens**

33.1 Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work associated with this Contract. In accordance with C.R.S. § 8-17.5-102(5), Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment in the course of an investigation.

33.2 Contractor hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to work under this Contract through participation in the e-verify program or Colorado Department of Labor and Employment program. Contractor acknowledges that it is prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

33.3 If Contractor obtains actual knowledge that a subcontractor performing work associated with this Contract knowingly employs or contracts with an illegal alien, then, Contractor shall be required to (i) notify the subcontractor and City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract if, within three days of receiving the notice, the subcontractor fails to stop employing or contracting with the illegal alien; provided, however, Contractor shall not terminate the subcontract if the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

#### **34.0 Compliance with Immigration Reform and Control Act of 1986**

34.1 Contractor hereby certifies that it is in compliance with the United States Immigration Reform and Control Act of 1986. Contractor represents that its employees have completed and signed Form 1-9 verifying their identities and authorization for employment.

#### **35.0 Gratuities**

35.1 Notwithstanding Section 11, Contractor acknowledges that the City may immediately terminate this Contract if the Mayor, Mayor's designee, or the Procurement Services Manager determine that Contractor or its officers, employees, agents, or other representative offered or provided a gift to a City employee, officer, councilmember, agent, or representative for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract. The term gift means a payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given, to include food, lodging, transportation, golf or other recreation or entertainment, and reimbursement for other than necessary expenses for official business on behalf of the City, unless consideration of equal or greater value is received.

#### **36.0 Nondiscrimination.**

(i) Contractor acknowledges that the City is obligated to take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participation in, or denied the benefits of, or otherwise be subjected to discrimination in or under any activity or program for which the City receives federal financial assistance.

(ii) As used below, the term “contractor” shall mean Contractor, the term “sponsor” shall mean the City and the term “contract” shall mean this Contract.

(iii) During the performance of this Contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees, as follows:

- (1) Compliance with Regulations: The contractor (hereinafter includes consultants) shall comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds race, creed, color, national origin, or sex.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Acts, regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - (a) Withholding payments to the contractor under the contract until the contractor complies; and/or

(b) Cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(iv) Contractor, for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(v) Contractor, for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, creed, color, national origin, or sex, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, creed, color, national origin, or sex, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

(vi) **Title VI List of Pertinent Nondiscriminatory Statutes and Authorities:** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. part 21.
- (2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- (5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

(vii) Contractor agrees to forward a copy of any Title VI complaint it receives in connection with Purchaser's activities and operations at the Airport within three (3) days of Purchaser's receipt of same and identify the actions taken regarding any such complaint. Contractor further agrees to cooperate with the City in its investigation of any Title VI complaints, including making relevant documents and records available to the City for inspection upon reasonable notice, and to provide reasonable assistance to the City in connection with any compliance review conducted by the FAA. A copy of 49 C.F.R. part 21 is available at the Airport Administration Office for inspection during normal business hours upon request.

(viii) To the extent that the contractor conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, the contractor shall:

(1) Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof; and

(2) Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

### **37.0 Audit.**

37.1 Contractor shall maintain accurate records of all amounts billable to and payments made by the City related to each task order issued under this Contract in accordance with generally accepted accounting principles ("GAAP"), as required by laws and regulations, and in a format that will permit audit, for a period of three (3) years after payment of the last invoice related to this Contract or resolution of any claim, whichever is later. Such records shall be open to reasonable inspection and subject to audit and/or reproduction, during normal working hours, by the City or its authorized representative. The City shall give Contractor advance notice of intended audits. Contractor shall further provide the Federal Aviation Administration ("FAA"), and the Comptroller General of the United States or any of their duly authorized representatives, access to any records of the Contractor that are related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

**38.0 Entire Agreement.**

38.1 This Agreement, together with all exhibits constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements and understandings that are different from the terms and conditions of this Agreement.

[Signature Page Follows]





## **EXHIBIT A PROJECT SERVICES**

### **I. General Requirements.**

(a) Contractor shall provide the City a total solution for the work provided in each task order issued to Contractor by the City. The work will include a detailed description of Contractor's marketing recommendations for the work and services described in each task order. All creative work should be captivating and innovative. Contractor's content shall include the following:

- (i) an understanding of and compliance with the technical requirements described in each task order;
- (ii) a demonstrated knowledge and understanding of the Colorado Springs Airport (COS) branding and the diverse services offered;
- (iii) a clear marketing strategy for the scope of work provided in each task order; and
- (iv) use of foundational data to provide a completed product to the City.

### **II. Basic and Additional Services.**

#### Basic Services.

Offeror must demonstrate the ability to address the tasks for which they are bidding in an effective and efficient manner. Must demonstrate an expertise in one of the below potential tasks.

Potential tasks include:

1. Graphic design: Develop graphic elements to enhance the established brand and services of the airport on an as-needed basis for print and web materials. Graphic elements include but are not limited to infographics, advertisements, iconography, marketing materials, templates, annual report etc.
  - a. Online advertising services – Develop aesthetically pleasing and engaging online advertisements and strategies to connect with a diverse audience. Channels to include but not limited to social media, retargeting and banner ads, website, motion graphics, etc.
  - b. Print advertising services – Develop engaging and eye-catching print advertisements to be used in various publications including but not limited to magazines, newspapers, OOH, etc.
  - c. Marketing collateral design and development - Develop simplified, aesthetically pleasing marketing materials for diverse set of audiences. These materials may include but are not limited to brochures, posters, media kits, maps, etc.
2. Videography: Develop innovative videos that highlight the benefits of the Airport. Videos to be used for channels including but not limited to social media, online advertising, television, etc.

3. Radio: Create concept, write script and produce radio spots to vary in length (including but not limited to :30 and :60).
4. Photography: Organize photo shoots on an as-needed basis. To include scheduling a photography, recruiting talent, and producing the materials.
5. Copywriting: Provide copywriting services for any offline or online advertising or marketing materials, in addition but not limited to advertorials, award submissions, etc.
7. Marketing strategies: Develop strategic plans that can be integrated into the media mix to increase awareness for the airport.

All services must demonstrate the following:

8. Manage allotted budgets and communicate expenditures to all parties involved to make certain the Airport remains within its overall marketing budget
9. Ensure proper invoicing and manage/correct any billing discrepancies
10. Colorado Springs Airport will receive from and have sole ownership and usage of all native files and creative assets to use at their own discretion.
11. Collaboration: Collaborate with Airport and the Airport's media buyer(s) to ensure the correct specifications for the media placement are met.
12. Manage timelines by communicating deadlines among any and all parties involved to ensure creative is delivered in a timely manner.

**EXHIBIT B**  
**TASK ORDER FOR NON-EXCLUSIVE MASTER CREATIVE SERVICES**

This Task Order is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, under the terms and conditions established in the Non-Exclusive Master Creative Service Contract for creative services, dated \_\_\_\_\_, 2022 (the "Agreement") between the City of Colorado Springs, a home rule city and Colorado Municipal Corporation ("CITY"), by its enterprise, the Colorado Springs Municipal Airport ("Airport") (collectively the "City") and [enter second party name] ("Contractor").

**Section A. – SERVICES**

A.1. CONTRACTOR shall perform the following services:

**(ENTER DETAILED SCOPE OF PROJECT SERVICES)**

(Collectively, "SERVICES").

A.2. In conjunction with the performance of the foregoing CONTRACTOR shall provide the following submittals/deliverables (documents) to CITY:

**LIST DELIVERABLES**

**Section B. – SCHEDULE**

CONSULTANT shall perform the Project Services and deliver the related documents, if any, according to the following schedule:

**LIST MILESTONE DATES FOR SCHEDULE**

**Section C. – COMPENSATION**

C.1. In return for the Project Services, the City shall pay the Contractor a flat, fixed fee or an hourly rate plus cost of expenses and materials as described in the terms mentioned in paragraph 4.0, Payment to Contractor.

**Section D. – SUBCONTRACTORS**

The following describes the scope, schedule and budget allocated to subcontractors and used in performance of this Task Order.

**LIST SUBCONTRACTORS and CONTRACT AMOUNTS**

Subcontractor Name	Contract Amount

**Section E. – CITY INFORMATION PROVIDED TO CONTRACTOR**

**Section F. – OTHER PROVISIONS**

The Parties agree to the following additional provisions with respect to this specific Task Order:

**ENTER OTHER PROVISIONS, IF ANY**

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

**Attachment 1 – Fee Schedule, is hereby incorporated into this Task Order by this reference.**

**ATTACHMENT 1**  
**Sample Task Order Fee Schedule**

Name Project Service (Campaign)	Dates of Project Service(s)	Itemized list of Agreed-to costs/expenses and value	Total Price

**EXHIBIT 3 EXCEPTIONS**

Print the words "no exceptions"(here)\_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

**Note:** All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City, State and Zip Code)

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Return this form with your Proposal.

## EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1.  Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2.  Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.  
Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
3.  Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4.  Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
5.  Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
6.  Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
7.  Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.
8.  Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate.
  - a. The policy shall provide a waiver of subrogation.
  - b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.
  - c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure

- \_\_\_\_\_ d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

9. \_\_\_\_\_ Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If

Contractor is physically located on CITY premises, third party fidelity coverage extension shall apply.

The policy shall include coverage for all directors, officers, agents and employees of the Contractor. Coverage limit will be not less than \$1,000,000 per loss.

- a. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- b. The bond or policy shall not contain a condition requiring an arrest and conviction.

10. \_\_\_\_\_ Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.

- a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
- b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.

11.  X  All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature) (Date)

## **EXHIBIT 5 STATEMENT OF WORK FOR R19-010 IP**

The Colorado Springs Airport (COS) is a city-owned, public-use commercial airport located at the heart of Colorado and is the primary-use airport for the Pikes Peak Region and Southern Colorado. The 3-runway airport is the second largest in the state with nearly 130,000 aircraft operations and over 1.8 million passengers annually. COS has scheduled air service on 5 carriers, American, Delta, Frontier Southwest, and United serving 9 nonstop destinations and connecting passengers to over 300 destinations around the world. Air travelers receive tremendous benefits when flying through COS including unmatched customer service, low fare options and an overall convenient and ease-of-travel experience.

The Airport serves as the first impression for thousands of visitors, giving them breathtaking views of Pikes Peak and a taste of Colorado hospitality. In addition, COS is a major catalyst to the economic growth and vitality of the region playing a significant role in bringing new business, conventions and tourism to the area. The Airport is comprised of four distinct business centers that span across nearly 7,200 acres of land. These business centers include commercial aviation, corporate and general aviation, military aviation and a 900-acre business park that together make up one of most unique airports of its kind.

### **SCOPE OF SERVICES**

Offeror must demonstrate the ability to address the tasks for which they are bidding in an effective and efficient manner. Must demonstrate an expertise in one of the below potential tasks.

Potential tasks include:

1. Graphic design: Develop graphic elements to enhance the established brand and services of the airport on an as-needed basis for print and web materials. Graphic elements include but are not limited to infographics, advertisements, iconography, marketing materials, templates, annual report etc.
  - a. Online advertising services – Develop aesthetically pleasing and engaging online advertisements and strategies to connect with a diverse audience. Channels to include but not limited to social media, retargeting and banner ads, website, motion graphics, etc.
  - b. Print advertising services – Develop engaging and eye-catching print advertisements to be used in various publications including but not limited to magazines, newspapers, OOH, etc.
  - c. Marketing collateral design and development - Develop simplified, aesthetically pleasing marketing materials for diverse set of audiences. These materials may include but are not limited to brochures, posters, media kits, maps, etc.
2. Videography: Develop innovative videos that highlight the benefits of the Airport. Videos to be used for channels including but not limited to social media, online advertising, television, etc.

3. Radio: Create concept, write script and produce radio spots to vary in length (including but not limited to :30 and :60).
4. Photography: Organize photo shoots on an as-needed basis. To include scheduling a photography, recruiting talent, and producing the materials.
5. Copywriting: Provide copywriting services for any offline or online advertising or marketing materials, in addition but not limited to advertorials, award submissions, etc.
13. Marketing strategies: Develop strategic plans that can be integrated into the media mix to increase awareness for the airport.

All services must demonstrate the following:

14. Manage allotted budgets and communicate expenditures to all parties involved to make certain the Airport remains within its overall marketing budget
15. Ensure proper invoicing and manage/correct any billing discrepancies
16. Colorado Springs Airport will receive from and have sole ownership and usage of all native files and creative assets to use at their own discretion.
17. Collaboration: Collaborate with Airport and the Airport's media buyer(s) to ensure the correct specifications for the media placement are met.
18. Manage timelines by communicating deadlines among any and all parties involved to ensure creative is delivered in a timely manner.

Although the scope of services included represents the Airport's anticipated needs, there may be instances in which it is in the Airport's best interest to permit exceptions to requirements and accept proposed alternatives.

## **SECTION VI**

### **6.0 SCHEDULES**

Schedule A Hourly Rates

**SCHEDULE A – HOURLY RATES**

<b>JOB TITLE</b>	<b>HOURLY RATES 2022</b>

